

FIRST AMENDMENT TO EQUIPMENT LEASE

THIS FIRST AMENDMENT TO EQUIPMENT LEASE dated as of September 1, 1972, between O-T-D Corporation ("Lessor"), a Delaware Corporation, and THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio Corporation (the "Lessee");

W I T N E S S E T H

WHEREAS, the Lessor and the Lessee have heretofore executed and delivered that certain Equipment Lease dated as of November 1, 1971 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain O-T-D type SR48B Containers more fully described in the Schedules attached to said Lease; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. By deleting the last sentence of the first paragraph of Section 1 and substituting therefor the following:

"Each Box and each Base shall be identified as to date of original delivery by a four-digit number, of which the first two digits shall indicate the month and the last two digits shall indicate the year of delivery."

2. By deleting the fourth sentence, including the delivery schedule, of the third paragraph of Section 1 and substituting therefor the following:

"The units of equipment shall be delivered to locations as directed by the Lessee substantially in accordance with the following schedule:

|                 | <u>Bases</u> | <u>Boxes</u> |
|-----------------|--------------|--------------|
| September, 1972 | 400          | 400          |
| October, 1972   | 750          | 600          |
| November, 1972  | 900          | 800          |
| December, 1972  | 1200         | 1200         |
| January, 1973   | 1550         | 1500         |
| February, 1973  | 1500         | 1500         |
| March, 1973     | 1550         | 1500         |
| April, 1973     | 1550         | 1500         |
| May, 1973       | 1500         | 1500         |
| June, 1973      | 1600         | 1600         |
| July, 1973      | 1600         | 1600         |
| August, 1973    | 1600         | 1600 "       |

RECORDATION NO.

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3. By amending Section 11 to read in its entirety as follows:

"Lessee acknowledges and agrees that it has not, and by the execution hereof it does not and will not have or obtain, any title to the equipment subject to this Lease, nor any property right or interest, legal or equitable, therein, except solely as Lessee hereunder and subject to all the terms hereof.

The Lessor covenants and warrants that prior to or concurrently with the acceptance of each unit of equipment hereunder, the Lessor will cause each Box to be plainly, permanently and conspicuously marked in legible letters by stamping or stencilling or by a metal or plastic tag or plate affixed thereto with a legend substantially as follows:

'The Goodyear Tire & Rubber Company,  
Lessee,

O-T-D Corporation,  
Itasca, Illinois,  
Owner-Lessor,  
LaSalle National Bank,  
Chicago, Illinois,  
Secured Party'

(four-digit  
date)

and each Base to be plainly, permanently and conspicuously marked in legible letters by stamping or stencilling or by a metal or plastic tag or plate affixed thereto with a legend substantially as follows:

'Goodyear-Lessee,  
O-T-D Corp.-Lessor,  
(four-digit date)'

The Lessee covenants and agrees to replace any such stencilling, tag or plate which may be removed or destroyed or become illegible. The Lessee shall keep the equipment free from any marking or labelling which might be interpreted as a claim of ownership thereof by the Lessee or any party other than the Lessor or its assigns; provided, however, that the Lessee may cause the equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on transportation equipment used by it of the same or a similar type for convenience of identification of the right of the Lessee to use the equipment under this Lease."

4. By deleting Exhibit A attached to the Lease as executed and by substituting therefor Exhibit A attached to this First Amendment.

5. By deleting the first sentence of the first paragraph on Page 2 of Exhibit C attached to the Lease as executed and by substituting therefor the following:

"Any such notice given by Lessee to Lessor shall designate the location of each unit or part, the date stamp number showing the month and year during which the unit of equipment was first placed in service and the condition of the unit or part and the place at which repair or replacement is to be made, and Lessor shall within 20 days after receipt of such notice examine said unit or part and arrange for shipment thereof to its plant or such other disposal as it deems appropriate."

6. By deleting the word "fall" from the first line of the second paragraph on Page 2 of Exhibit C attached to the Lease as executed and by substituting therefor the word "fail."

7. By deleting the address of the Lessor in Section 15(f) and substituting therefor the following:

O-T-D Corporation

750 Route 53

Itasca, Illinois 60143

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment to Equipment Lease may refer to "Equipment Lease dated as of November 1, 1971" without making specific references to this First Amendment; but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

O-T-D Corporation

By Paul E. O'Leary  
Its President LESSOR

(CORPORATE SEAL)

Attest:

Louis Thesemeyer  
Secretary

THE GOODYEAR TIRE & RUBBER COMPANY

By [Signature]  
Its Vice President  
AGENT AS AFORESAID

(CORPORATE SEAL)

Attest:

Asst. Secretary John Skiles

STATE OF ILLINOIS) )  
COUNTY OF COOK ) SS

On this 13th day of October, 1972, before me personally appeared Paul E. Ogle, to me personally known, who being by me duly sworn, says that he is the President of O-T-D CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert D. Schunk  
Notary Public

(Notarial Seal)

My commission expires: June 16, 1974

STATE OF OHIO ) )  
COUNTY OF SUMMIT ) SS

On this 12th day of October, 1972, before me personally appeared V L Petersen, to me personally known who being by me duly sworn, says that he is the Vice President of THE GOODYEAR TIRE & RUBBER COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Neal J. Gerstenschlager  
Notary Public

(Notarial Seal)

My commission expires:

NEAL J. GERSTENSCHLAGER, Notary Public  
Summit County, Ohio  
My Commission Expires Jan. 16, 1977

CERTIFICATE OF ACCEPTANCE  
UNDER EQUIPMENT LEASE

To: O-T-D Corporation, as Lessor under Equipment Lease dated as of November 1, 1971 ("Lessor").

I, a duly appointed inspector and authorized representative of THE GOODYEAR TIRE & RUBBER COMPANY ("Lessee"), do hereby certify that I have received, inspected, approved and accepted delivery on behalf of the Lessee under the Equipment Lease dated November 1, 1971 between the Lessor and the Lessee, of the following units of equipment ("Equipment"):

TYPE OF EQUIPMENT: O-T-D ALUMINUM CONTAINERS TYPE SR48B

PLACE AT WHICH ACCEPTED: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

NUMBER OF BOXES: \_\_\_\_\_ WITH DATE STAMP: \_\_\_\_\_

NUMBER OF BASES: \_\_\_\_\_ WITH DATE STAMP: \_\_\_\_\_

I do further certify that the foregoing equipment is in good order and condition, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked upon each end of each box a legend in legible letters substantially as follows:

THE GOODYEAR TIRE & RUBBER COMPANY  
LESSEE

O-T-D CORPORATION  
Itasca, Illinois (4 digit date)  
OWNER-LESSOR

LA SALLE NATIONAL BANK  
Chicago, Illinois  
SECURED PARTY

and upon at least two corners of each Base a legend in legible letters substantially as follows:

"Goodyear-Lessee;  
O-T-D Corp.-Lessor  
(4 digit date) "

The execution of this certificate will in no way relieve or decrease the responsibility of the Lessor for warranties it has made with respect to the Containers.

\_\_\_\_\_  
Inspector and Authorized  
Representative of Lessee

EXHIBIT A  
(to Equipment Lease)